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PATRICK C. CLARY, CHARTERED
 Patrick C. Clary
 Nevada Bar No. 53
 City Center West, Suite 503
 7201 West Lake Mead Boulevard
 Las Vegas, Nevada 89128
 Telephone: 702.382.0813

Attorneys for Plaintiff

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 DISTRICT OF NEVADA

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UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

CV-S-05-0674-RCJ-PAL

KNOCKOUT! SPORTS NETWORK, INC.,
 a Nevada corporation,

Plaintiff,

vs.

COMPLAINT

MATT A. ROSE, ROBERT A. FREEMAN,
 JILL COSTANTINO, FRANC BOZA,
 CHRIS ROSE, STEPHEN MAYNARD,
 ULTIMATE SPORTS ENTERTAINMENT,
 INC., a Nevada corporation, DOES
 I-X, inclusive, and ROE CORPORA-
 TIONS I-X, inclusive,

Defendants.

First Claim for Relief

(Federal Securities Violations)

I.

This Court has jurisdiction over the parties to and the subject matter of this case, which arises under (I) 18 U.S.C. §2201, (ii) Sections 3(b) and 4(2) of the Securities Act of 1933, as amended, ("the Securities Act" herein), 15 U.S.C. §§77c(b) and 77d(2), and Regulation D ("Regulation D" herein) promulgated under the Securities Act by the United States Securities and Exchange Commission ("the Commission" herein), 17 C.F.R. §230.501, et seq., (iii) Sections 6 and

Law Offices of
PATRICK C. CLARY, CHARTERED
 7201 West Lake Mead Boulevard, Suite 503
 Las Vegas, Nevada 89128
 Tel: 702.382.0813 - Fax: 702.382-7277

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 Las Vegas, Nevada 89128
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17 of the Securities Act, 15 U.S.C. §§77e and 77q, (iv) Section 10(b) of the Securities Exchange Act of 1934, as amended ("the Exchange Act" herein), 15 U.S.C. §78j(b), and Rule 10b-5 ("Rule 10b-5" herein) promulgated under the Exchange Act by the Commission, 17 C.F.R. §240.15b-5, (v) Section 15 of the Exchange Act, 15 U.S.C. §78o, and (vi) the pendant jurisdiction of this Court. The Plaintiff, Knockout! Sports Network, Inc. ("the Plaintiff" or "the Company" herein) is a Nevada corporation. Defendants Matt A. Rose ("Matt Rose" herein), Robert A. Freeman ("Freeman" herein), Jill Costantino ("Costantino" herein), and Franc Boza ("Boza" herein) are all residents of Clark County, Nevada. Defendant Chris Rose ("Chris Rose" herein), who is the brother of Matt Rose, and Defendant Stephen Maynard ("Maynard" herein) are residents of Los Angeles County, California. Defendant Ultimate Sports Entertainment, Inc. ("the Fraudulent Company" herein) is a Nevada corporation (collectively "the Defendants" herein). The true names or capacities whether individual, corporate, associate or representative or otherwise of the Defendants named herein as Does I-X and Roe Corporations I-X are not known to the Company, which consequently sues the said Defendants by such fictitious names, and the Company will seek leave to amend this Complaint to state their true names and capacities when they have been ascertained.

II.

In March 2003, Matt Rose was engaged as President and chief executive officer of the Company, which was incorporated on February 6, 2002 for the purpose of developing a proposed sports and entertainment complex including a hotel and casino in Las Vegas, Nevada ("the Project" herein). At or near the time of Matt Rose's engagement by the Company, a written agreement ("the Employment

1 Period" herein) was executed by and between the Company and Matt Rose,
2 which included provisions for Matt Rose's confidentiality, non-
3 competition, and non-circumvention for the benefit of the Company
4 ("the Employment Agreement" herein). The Company and Matt Rose
5 maintained a leased office at 4335 Industrial Road, Suite 400, Las
6 Vegas, Nevada ("the Premises" herein). Matt Rose was employed by the
7 Company from March 2003 until his resignation on February 8, 2005.

8 III.

9 During the Employment Period without authorization from the Board
10 of Directors of the Company and otherwise unlawfully and illegally,
11 the following events occurred:

12 A. Matt Rose caused the Company to issue to him 40,000,000
13 shares of the common stock of the Company for no consideration.

14 B. Matt Rose caused the Company to pay him a salary of
15 \$6,000 per month during the remaining months of 2003, \$10,000
16 per month for all twelve months in 2004 and for the month of
17 January 2005, and an additional \$4,000 for the first week of
18 February 2005 at the time of his resignation. Matt Rose, who
19 wrote and signed all of his own paychecks, failed and refused
20 either to make deductions for withholding or FICA or to make
21 quarterly reports to the Internal Revenue Service. In addition
22 to the so-called salary payments enumerated above, during 2004
23 Matt Rose also paid himself additional unauthorized payments
24 from the funds of the Company totaling \$87,000.

25 C. Matt Rose also supervised and conducted an offer and
26 sale ("the Securities Offering" herein) of the common stock of
27 the Company and of loan instruments (together "the Securities"
28 herein) to third parties in May 2003 through January 2005 ("the

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7201 West Lake Mead Boulevard, Suite 503
Las Vegas, Nevada 89128
Tel: 702.382.0813 - Fax: 702.382-7277

1 Securities Offering Period"). The Securities were not registered
2 with the Commission or any state securities agency, and the
3 Securities Offering was not properly in compliance with any
4 statutory exemption from registration. During the Securities
5 Offering Period, approximately 499,300 shares of the common
6 stock of the Company and certain loan instruments were sold to
7 third parties for approximately \$2,488,500. During the
8 Securities Offering Period, Matt Rose also issued 600,500 shares
9 (including 200,000 shares issued to Maynard) of the common stock
10 of the Company to business associates, friends and relatives for
11 no consideration.

12 D. During the Securities Offering Period, Matt Rose paid
13 out of funds of the Company illegal commissions for the sale of
14 the Securities to persons and entities which were not registered
15 broker-dealers of securities or members of the National
16 Association of Securities Dealers, Inc. Such misconduct included
17 but was not limited to Matt Rose's causing the Company to pay an
18 illegal commissions (1) to Freeman for the sale of authorized
19 but unissued shares of the common stock of the Company to
20 Freeman's parents, Mr. and Mrs. Greenslade and (2) to pay Tim
21 Lantz and Harold Martin, neither of whom was or is a registered
22 broker-dealer, for the sale of certain of the Securities.
23 During the Securities Offering Period, salesmen received some
24 twenty-four (24) commissions for the sale of the Securities.

25 E. Matt Rose forged another of the Company's officer's
26 signature on certain certificates representing shares of the
27 common stock of the Company.

28 F. Matt Rose caused false minutes of fictitious meetings of

1 the Company's board of directors and stockholders, some of which
2 minutes falsely stated that they were held before Matt Rose
3 became President and chief executive officer of the Company.

4 G. In April 2004, Matt Rose hired Freeman, who was and is
5 a boyhood friend of Matt Rose and an attorney not licensed to
6 practice law in Nevada, as purportedly full-time in-house
7 general counsel and chief operating officer for the Company.
8 Freeman, whose office was adjacent to Matt Rose's office on the
9 Premises, was paid \$7,500 per month from the funds of the
10 Company until Freeman resigned as general counsel and chief
11 operating officer on February 24, 2005.

12 H. In or about April 2003, Matt Rose hired Costantino, who
13 was his live-in girlfriend, as receptionist, secretary, and
14 bookkeeper for the Company, and she was paid \$3,000 per month
15 from funds of the Company until her termination on February 7,
16 2005 when she received \$1,500 severance pay.

17 I. On or about June 12, 2003, Matt Rose hired Chris Rose
18 (his brother) as the Company's website manager, and he was paid
19 \$6,000 per month from the funds of the Company, although
20 Dreamtree Media, a company owned and controlled by Chris Rose,
21 during the same period was also paid \$104,567 from the funds of
22 the Company for the same alleged services. Chris Rose was
23 terminated by Matt Rose on or about February 7, 2005 and was
24 paid \$3,000 severance pay from the funds of the Company.

25 J. On or about June 16, 2003, Matt Rose hired Justin Banks
26 ("Banks" herein), who Matt Rose said was his step-son, as an
27 employee of the Company, and, although Banks performed no
28 services for the Company, he received \$300 per week from the

1 funds of the Company, which was increased to \$400 per week on
2 August 27, 2004 and to \$3,000 per month on November 20, 2004.
3 Banks was terminated on February 7, 2004, when he received
4 severance pay of \$1,500 from the funds of the Company. During
5 the period of Banks' so-called employment by the Company, Matt
6 Rose caused the Company to pay to Banks, who was not a licensed
7 broker-dealer or salesman of securities, commissions for sale of
8 certain of the Securities, even though Banks was not responsible
9 for any sales of the Securities.

10 K. From February 20 to April 2, 2004 Matt Rose caused the
11 Company to pay to Karen Rose, a person unknown to other officers
12 and directors of the Company, a total of \$24,200.

13 L. On May 30, 2003, Matt Rose, purportedly on behalf of the
14 Company, executed a written agreement with Maynard relating to
15 a non-existent loan to the Company of \$50,000, in which Matt
16 Rose agreed that (1) the Company would pay Maynard "50% of all
17 monies raised from the sale of [the Company's] common stock . .
18 . until 100% of [Maynard's] loan to [the Company] has been
19 repaid," (2) Maynard was to be issued 50,000 shares of the
20 Company's common stock, (3) Maynard was to be issued 50,000
21 warrants for 50,000 additional shares of the Company's common
22 stock at a price of \$1.00 per share, and (4) Matt Rose would
23 personally guarantee the nonexistent loan, "pledging 100% of his
24 commissions earned from any successfully completed Real Estate
25 transaction done with [Maynard] until 100% of [Maynard's] loan
26 to [the Company] has been repaid." In fact, Matt Rose issued
27 200,000 shares of the Company's common stock to Maynard, for
28 which the Company received no consideration. From August 14,

1 2003 through to August 14, 2004, Matt Rose paid from the funds
2 of the Company to Maynard the sum of \$43,730.02. Although on
3 April 23, 2004, \$115,000 in funds from Maynard were deposited in
4 the Company's bank account at Bank of America in Pahrump,
5 Nevada, on April 30, 2004, the \$115,000 was wired back to
6 Maynard from the said account at the insistence of Matt Rose.

7 M. In June 2003, Matt Rose established an office ("the
8 California Office" herein) purportedly for the Company in
9 premises leased by Shiloh Investments a/k/a Friendship Realty,
10 companies owned and controlled by Maynard, located at 879 West
11 190th Street, Suite 400, Gardena, California 90248, and paid from
12 the funds of the Company, purportedly at the rate of \$1.85 per
13 square foot, \$2,020 per month for June-August 2003, \$2,329.50
14 per month for September 2003-April 2004, and \$1,723.48 for May
15 2004 plus \$810.54 for June 2004, \$816.54 for July 2004, \$810.54
16 for August 2004, and \$81.05 thereafter when the California
17 Office was closed. In fact, the Company was allocated only a
18 small portion of the California office and was instead paying
19 Maynard's rent for no consideration. During the period that the
20 California Office was open, Matt Rose and other Defendants
21 illegally and unlawfully operated a "boiler room" for the
22 Securities Offering.

23 N. In or about July 2004, Matt Rose engaged Flangas
24 McMillan Law Group, Attorneys at Law, in Las Vegas, Nevada, as
25 the Company's corporate, securities and trademark lawyers ("the
26 Lawyers" herein), whose services included the preparation of a
27 so-called Private Placement Memorandum dated December 1, 2004
28 ("the PPM" herein), which was used in the Securities Offering

1 after that date. The Lawyers were paid from Company funds a
2 total of \$50,713, of which \$40,413 was for the PPM and \$10,300
3 of which was for the trademark work. The Lawyers resigned on
4 February 7, 2005. During the Securities Offering, Matt Rose
5 caused more than 700 copies of the PPM to be sent out via UPS
6 and the U.S. mail.

7 O. On December 13, 2004, Matt Rose entered into a written
8 agreement with Gary and Deborah Bates ("the Bates" herein) of
9 Las Vegas, Nevada, whereby Matt Rose agreed to sell the Bates
10 20,000 shares of the common stock of the Company purportedly
11 personally owned by Matt Rose at \$5.00 per share for \$100,000.
12 In fact, Matt Rose issued and delivered the said 20,000 shares
13 to the Bates from the authorized but unissued common stock of
14 the Company, issued an additional 20,000 shares to the Bates
15 from the same source for no consideration, and pocketed the
16 \$100,000.

17 P. On February 8, 2005, the same date that Matt Rose
18 resigned as President and chief executive officer of the
19 Company, Maynard sent a letter to the Company which stated "that
20 [Maynard's] gift of the Flat screen TV (the "Flat Screen TV"
21 herein) was a gift to Matt Rose personally as an acknowledgement
22 [sic] of our friendship and support of his initiative, and in
23 no way should be considered the property of [the Company]." In
24 fact, on August 5, 2004, the Company issued a check to Good Guys
25 Electronics for \$7,632.47 for the Flat Screen TV.

26 Q. When Matt Rose left the Premises on or about February 8,
27 2005, he left his key to the Premises with Freeman, Rob Yowell,
28 Dennis Gushue, Heath-Price Kahn, and Sean Pierce, all of whom

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Tel: 702.382.0813 - Fax: 702.382-7277

1 had been previously hired by Matt Rose purportedly as
2 independent contractors for the Company, and who Matt Rose
3 allowed to enter and to remain upon the Premises thereafter. At
4 about the same time, Matt Rose gathered together all of the
5 books and records of the Company, including but not limited to
6 all copies of the Employment Agreement ("the Stolen Records"
7 herein), that were on the Premises. Matt Rose took the Stolen
8 Records to an undisclosed location and has failed and refused to
9 return the Stolen Records despite repeated demand therefor.

10 R. On or about February 28, 2005, Matt Rose and Freeman
11 removed from the Premises all furniture and equipment of any
12 value belonging to the Company, including but not limited to the
13 Flat Screen TV (collectively "the Stolen Equipment" herein).
14 Chris Rose removed and retained a computer belonging to the
15 Company ("the Stolen Computer" herein). Neither the Stolen
16 Equipment nor the Stolen Computer have been returned to the
17 Company despite repeated demands therefor.

18 S. Immediately after the Lawyers' resignation as attorneys
19 for the Company on February 7, 2005, Matt Rose hired the
20 Lawyers, who then formed the Fraudulent Company, of which Matt
21 Rose immediately became the President and chief executive
22 officer and for which Matt Rose immediately misappropriated most
23 if not all of the Company's intellectual property rights (except
24 for certain copyrights issued to the Company through services of
25 the Lawyers) ("the Stolen Intellectual Property" herein) as well
26 as the Stolen Equipment. Matt Rose has established offices for
27 the Fraudulent Company at 8540 South Eastern Avenue, Suite 200,
28 Las Vegas, Nevada 89123, where the Stolen Equipment is located

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and being used. Matt Rose and the Fraudulent Company have been promoting and continue to promote a fraudulent project ("the Fraudulent Project" herein) which is nearly identical to the Project Matt Rose promoted during the Employment Period at the Company. Matt Rose falsely and fraudulently has represented to third parties that the Company was out of business and that the Fraudulent Company was taking over the Project. Matt Rose has also illegally and unlawfully offered to existing and/or purported stockholders of the Company to exchange shares of stock in the Fraudulent Company for their shares of stock in the Company.

T. Matt Rose also established a website for the Fraudulent Company, which, under the category "About Us," on April 12, 2005, contained the following language:

For more than three years and at a cost of several million dollars, Ultimate Sports Entertainment, Inc. has been in the business of executing the dream of developing the ultimate sports destination, the most extraordinary and recognizable Sports and Entertainment Resort in the World.

By May 11, 2005, the quoted language was removed from the Fraudulent Company's website. However, the website still contains the following language:

In addition to an extraordinary in-house team, Ultimate Sports Entertainment, Inc. has engaged the following Leaders in their respective fields:

Builders: The Perini Building Company

Architect: The Paul Steelman Design Group

Public Relations: Leader Enterprises

Attorneys: The law offices of Flangas and Mc Millan [sic]

Management: The Navegante Group

(Larry Woolf, CEO of The Navegante Group, is the former Chairman, President and CEO of the MGM Grand) For more information concerning the companies above, see the Team section of this web-site.

The entities listed above (except for (I) Leader Enterprises, to

1 which Matt Rose had paid \$33,188.66 between May 17 and November
 2 15, 2004 from the funds of the Company, and (ii) the Lawyers),
 3 had been described in the PPM and advertized elsewhere by Matt
 4 Rose, during the Employment Period at the Company, as the
 5 Company's "Dream Team."

6 IV.

7 The conduct of the Defendants and each of them constitutes
 8 violations of the above-referenced registration, disclosure and anti-
 9 fraud provisions of the Securities Act, the Exchange Act, Regulation
 10 D, and Rule 10b-5.

11 V.

12 As a consequence of the foregoing, the Plaintiff is entitled to
 13 recover from the Defendants and each of them damages in an amount to
 14 be proved at trial, which is not less than \$2,500,000.

15 VI.

16 It has been necessary for the Plaintiff to engage the services
 17 of an attorney to bring and prosecute this action, and, accordingly,
 18 the Plaintiff is entitled to recover its reasonable attorney's fees
 19 herein.

20 Second Claim for Relief

21 (State Securities Violations)

22 I.

23 The Plaintiff repeats and realleges the allegations contained in
 24 paragraphs I, II, III, V, VI, and VII of the First Claim for Relief
 25 hereinabove as though set forth herein *in haec verba*.

26 II.

27 The conduct of the Defendants and each of them constitutes
 28 violation of the registration, disclosure and anti-fraud provisions

1 of the securities law of the State of Nevada, Sections 90.211, et seq.
2 of Nevada Revised Statutes.

3 III.

4 All of the Defendants and each of them are guilty of oppression,
5 fraud, or malice, express or implied, and, therefore, the Plaintiff
6 is also entitled to recover from the Defendants and each of them
7 punitive damages in an amount to be proved at trial, which is not less
8 than \$7,500,000.

9 Third Claim for Relief

10 (Common Law Fraud)

11 I.

12 The Plaintiff repeats and realleges the allegations contained in
13 paragraphs I, II, III, V, and VI of the First Claim for Relief and
14 paragraph III of the Second Claim for Relief hereinabove as though set
15 forth herein *in haec verba*.

16 II.

17 The conduct of the Defendants and each of the constitutes common
18 law fraud.

19 Fourth Claim for Relief

20 (Breach of Contract)

21 The Plaintiff repeats and realleges the allegations contained in
22 paragraphs I, II, III, and VI of the First Claim for Relief
23 hereinabove as though set forth herein *in haec verba*.

24 II.

25 The conduct of Matt Rose constitutes breach of the Employment
26 Agreement.

27 III.

28 As a consequence of the foregoing, the Plaintiff is entitled to

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1 recover from Matt Rose damages in an amount to be proved at trial,
2 which is not less than \$2,500,000.

3 Fifth Claim for Relief

4 (Breach of the Implied Covenant of Good Faith and Fair Dealing)

5 I.

6 The Plaintiff repeats and realleges the allegations contained in
7 paragraphs I, II, III, V, and VI of the First Claim for Relief and
8 paragraph III of the Second Claim for Relief hereinabove as though set
9 forth herein *in haec verba*.

10 II.

11 The conduct of the Defendants and each of them constitutes breach
12 of the implied covenant of good faith and fair dealing.

13 Sixth Claim for Relief

14 (Breach of Fiduciary Duty)

15 I.

16 The Plaintiff repeats and realleges the allegations contained in
17 paragraphs I, II, III, and VI of the First Claim for Relief
18 hereinabove as though set forth herein *in haec verba*.

19 II.

20 By their conduct Matt Rose and Freeman breached their fiduciary
21 duties to the Plaintiff.

22 III.

23 As a consequence of the foregoing, the Plaintiff is entitled to
24 recover from Matt Rose and Freeman damages and punitive damages in
25 an amount to be proved at trial, which is not less than \$2,500,000.

26 IV.

27 Matt Rose and Freeman are guilty of oppression, fraud, or malice,
28 express or implied, and, therefore, the Plaintiff is also entitled to

1 recover from Matt Rose and Freeman punitive damages in an amount to
2 be proved at trial, which is not less than \$7,500,000.

3 Seventh Claim for Relief

4 (Conversion)

5 I.

6 The Plaintiff repeats and realleges the allegations contained in
7 paragraphs I, II, III, and VI of the First Claim for Relief
8 hereinabove as though set forth herein *in haec verba*.

9 II.

10 Matt Rose, Chris Rose, and the Fraudulent Company wrongfully and
11 illegally converted to their own use certain personal property
12 belonging to the Plaintiff, to wit: the Stolen Equipment and the
13 Stolen Computer.

14 III.

15 As a consequence of the foregoing, the Plaintiff is entitled to
16 recover from Matt Rose, Chris Rose and the Fraudulent Company damages
17 in amount to be proved at trial.

18 IV.

19 Matt Rose, Chris Rose and the Fraudulent Company are guilty of
20 oppression, fraud, or malice, express or implied, and, therefore, the
21 Plaintiff is also entitled to recover from Matt Rose, Chris Rose and
22 the Fraudulent Company punitive damages in an amount to be proved at
23 trial.

24 Eighth Claim for Relief

25 (Mismanagement)

26 I.

27 The Plaintiff repeats and realleges the allegations contained in
28 paragraphs I, II, III, and VI of the First Claim for Relief

1 hereinabove as though set forth herein *in haec verba*.

2 II.

3 By their conduct Matt Rose and Freeman were guilty of
4 mismanagement of the Plaintiff.

5 III.

6 As a consequence of the foregoing, the Plaintiff is entitled to
7 recover from Matt Rose and Freeman damages in an amount to be proved
8 at trial, which is not less than \$2,500,000.

9 IV.

10 Matt Rose and Freeman are guilty of oppression, fraud, or malice,
11 express or implied, and, therefore, the Plaintiff is also entitled to
12 recover from Matt Rose and Freeman punitive damages in an amount to
13 be proved at trial, which is not less than \$7,500,000.

14 Ninth Claim for Relief

15 (Interference with Contractual Relations and Business Opportunity)

16 I.

17 The Plaintiff repeats and realleges the allegations contained in
18 paragraphs I, II, III, and VI of the First Claim for Relief
19 hereinabove as though set forth herein *in haec verba*.

20 II.

21 By their conduct Matt Rose and the Fraudulent Company wrongfully
22 and illegally interfered with the contractual relations and business
23 opportunity of the Plaintiff.

24 III.

25 As a consequence of the foregoing, the Plaintiff is entitled to
26 recover from Matt Rose and the Fraudulent Company damages in an amount
27 to be proved at trial, which is not less than \$2,500,000.

28

IV.

Matt Rose and the Fraudulent Company are guilty of oppression, fraud, or malice, express or implied, and, therefore, the Plaintiff is also entitled to recover from Matt Rose and the Fraudulent Company punitive damages in an amount to be proved at trial, which is not less than \$7,500,000.

Tenth Claim for Relief

(Unlawful Conspiracy)

I.

The Plaintiff repeats and realleges the allegations contained in paragraphs I, II, III, V, and VI of the First Claim for Relief hereinabove as though set forth herein *in haec verba*.

II.

The conduct of the Defendants and each of them constituted an unlawful conspiracy against the Plaintiff in that the Defendants and each of them were aware that the other Defendants and each of them planned to commit the wrongful acts alleged hereinabove and that the Defendants and each of them agreed with the other Defendants and each of them and intended that the wrongful acts alleged hereinabove be committed.

Eleventh Claim for Relief

(Libel & Slander)

I.

The Plaintiff repeats and realleges the allegations contained in paragraphs I, II, III, and VI of the First Claim for Relief hereinabove as though set forth herein *in haec verba*.

II.

In the course of the offering and sale of the Fraudulent

1 Company's securities, and at other times, Matt Rose and the Fraudulent
 2 Company have published defamatory statements against the Plaintiff,
 3 both orally and in writing, and are therefore guilty of committing
 4 libel and slander against the Plaintiff.

5 III.

6 As a consequence of the foregoing, the Plaintiff is entitled to
 7 recover from Matt Rose and the Fraudulent Company damages in an amount
 8 to be proved at trial, which is not less than \$2,500,000.

9 IV.

10 Matt Rose and the Fraudulent Company are guilty of oppression,
 11 fraud, or malice, express or implied, and, therefore, the Plaintiff
 12 is also entitled to recover from Matt Rose and the Fraudulent Company
 13 punitive damages in an amount to be proved at trial, which is not less
 14 than \$7,500,000.

15 Twelfth Claim for Relief

16 (Declaratory Relief)

17 I.

18 The Plaintiff repeats and realleges the allegations contained in
 19 paragraphs I, II, III, and VI of the First Claim for Relief
 20 hereinabove as though set forth herein *in haec verba*.

21 II.

22 The Plaintiff is entitled to a declaration judgment that (I) the
 23 Plaintiff is the sole owner to the exclusion of Matt Rose and the
 24 Fraudulent Company of all of the Plaintiff's intellectual properties
 25 and personal property and (ii) that all of the shares of the common
 26 stock of the Company referred to hereinabove and otherwise issued by
 27 or at the instance of any of the Defendants for no consideration are
 28 cancelled, null and void, and held for naught.

Thirteenth Claim for Relief

(Injunctive Relief)

I.

The Plaintiff repeats and realleges the allegations contained in paragraphs I, II, III, and VI of the First Claim for Relief hereinabove as though set forth herein *in haec verba*.

II.

As a consequence of the foregoing, the continued actions of Matt Rose and the Fraudulent Company will cause and will continue to cause the Plaintiff immediate and irreparable injury, loss or damages.

III.

Because immediate and irreparable injury, loss or damage will result if Matt Rose and the Fraudulent Company are not enjoined from continuing their actions as aforesaid, the Plaintiff is entitled to a preliminary and permanent injunction, enjoining Matt Rose, the Fraudulent Company, their officers, agents, servants, employees, and attorneys, and all persons in active concert or participation with them from continuing to use and to represent that they have the right to use the proprietary rights and other personal property of the Plaintiff and from stating and otherwise representing that the Company is out of business.

WHEREFORE, the Plaintiff prays for judgment as follows:

1. On the First Claim for Relief, in favor of the Plaintiff and against the Defendants and each of them for damages in an amount to be proved at trial, which is not less than \$2,500,000;

2. On the Second Claim for Relief, in favor of the Plaintiff and against the Defendants and each them for damages and punitive damages in amounts to be proved at trial, which are not less than \$2,500,000

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1 and \$7,500,000, respectively;

2 3. On the Third Claim for Relief, in favor of the Plaintiff and
3 against the Defendants and each of them for damages and punitive
4 damages in amounts to be proved at trial, which are not less than
5 \$2,500,000 and \$7,500,000, respectively;

6 4. On the Fourth Claim for Relief, in favor of the Plaintiff and
7 against Matt Rose for damages in an amount to be proved at trial,
8 which is not less than \$2,500,000;

9 5. On the Fifth Claim for Relief, in favor of the Plaintiff and
10 against the Defendants and each of them for damages and punitive
11 damages in amounts to be proved at trial, which are not less than
12 \$2,500,000 and \$7,500,000, respectively;

13 6. On the Sixth Claim for Relief, in favor of the Plaintiff and
14 against Matt Rose and Freeman for damages and punitive damages in
15 amounts to be proved at trial, which are not less than \$2,500,000 and
16 \$7,500,000, respectively;

17 7. On the Seventh Claim for Relief, in favor of the Plaintiff and
18 against Matt Rose, Chris Rose, and the Fraudulent Company for damages
19 and punitive damages in amounts to be proved at trial.

20 8. On the Eighth Claim for Relief, in favor of the Plaintiff and
21 against Matt Rose and Freeman for damages and punitive damages in
22 amounts to be proved at trial, which are not less than \$2,500,000 and
23 \$7,500,000, respectively;

24 9. On the Ninth Claim for Relief, in favor of the Plaintiff and
25 against Matt Rose and the Fraudulent Company for damages and punitive
26 damages in amounts to be proved at trial, which are not less than
27 \$2,500,000 and \$7,500,000, respectively;

28 10. On the Tenth Claim for Relief, in favor of the Plaintiff and

1 against the Defendants and each of them for damages and punitive
 2 damages in amounts to be proved at trial, which are not less than
 3 \$2,500,000 and \$7,500,000, respectively;

4 11. On the Eleventh Claim for Relief, in favor of the Plaintiff
 5 and against Matt Rose and the Fraudulent Company for damages and
 6 punitive damages in amounts to be proved at trial, which are not less
 7 than \$2,500,000 and \$7,500,000, respectively;

8 12. On the Twelfth Claim for Relief a declaration judgment that
 9 (I) the Plaintiff is the sole owner to the exclusion of Matt Rose and
 10 the Fraudulent Company of all of the Plaintiff's intellectual
 11 properties and personal property and (ii) that all of the shares of
 12 the common stock of the Company referred to hereinabove and otherwise
 13 issued by or at the instance of any of the Defendants for no
 14 consideration are cancelled, null and void, and held for naught;

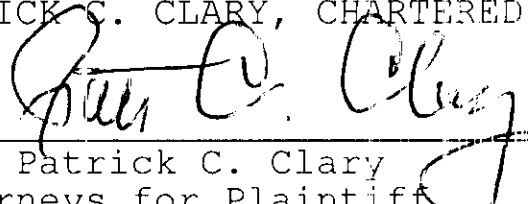
15 13. On the Thirteenth Claim for Relief for a preliminary and
 16 permanent injunction, enjoining Matt Rose, the Fraudulent Company,
 17 their officers, agents, servants, employees, and attorneys, and all
 18 persons in active concert or participation with them from continuing
 19 to use and to represent that they have the right to use the
 20 proprietary rights and other personal property of the Plaintiff and
 21 from stating and otherwise representing that the Company is out of
 22 business and enjoining them from other wrongful acts;

23 14. For the Plaintiff's reasonable attorney's fees herein plus
 24 costs of this action; and

25 15. For such other and further relief as the Court may deem just
 26 and appropriate in the premises.

27 PATRICK C. CLARY, CHARTERED

28 By


 Patrick C. Clary
 Attorneys for Plaintiff